

ALVORD AND ALVORD

ATTORNEYS AT LAW

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OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

RECORDATION NO. 14869-L

October 23, 1997

OCT 29 '97

1-20PM

OCT 29 1 16 AM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Amendment to Lease Supplements, dated as of October 28, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Railroad Equipment previously filed with the Commission under Recordation Number 14869.

The names and addresses of the parties to the enclosed document are:

Lessee: Cargill, Incorporated
15407 McGinty Road West
Wayzata, Minnesota 55391

Lessor: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

There is no new equipment with regard to the attached Amendment.

Mr. Vernon A. Williams
October 23, 1997
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', written in dark ink.

Robert W. Alvord

RWA/bg
Enclosures

**AMENDMENT TO
LEASE SUPPLEMENTS**

RECORDATION NO. 14869-4 FILED

OCT 29 '97

1:20PM

This Amendment to Lease Supplements dated as of October ~~28~~ 1997 is entered into between CARGILL, INCORPORATED, a Delaware corporation (the "Lessee"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee under the Trust Agreement dated as of December 15, 1985 between Wilmington Trust Company and Student Loan Marketing Association, a corporation chartered by Act of the United States Congress.

WHEREAS, Lessor and Lessee entered into that certain Lease of Railroad Equipment dated as of December 15, 1985, as amended by that certain Amendment No. 1 to Lease of Railroad Equipment dated as of March 31, 1986 (as amended, the "Lease") and Lessee Supplement No. 1 and Lease Supplement No. 2 thereto, each dated December 30, 1985, and Lease Supplement No. 3 and Lease Supplement No. 4 thereto, each dated March 31, 1986 (the foregoing Lease Supplements No. 1 to No. 4 inclusive are hereinafter referred to collectively as the "Lease Supplements" and, individually, as "Lease Supplement No. 1", "Lease Supplement No. 2", "Lease Supplement No. 3" and "Lease Supplement No. 4", respectively);

WHEREAS, pursuant to Section 4.5 of the Lease, Lessor and Lessee have heretofore agreed that the percentages for Basic Rent, Casualty Value and Termination Value set forth in the schedules attached to each Lease Supplement are subject to adjustment as set forth therein;

WHEREAS, the parties hereto wish to amend the Lease Schedules to reflect the agreed upon adjustments to the percentages for Basic Rent, Casualty Value and Termination Value referred to above;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used in this Amendment to Lease Supplements without definition shall have the respective meanings ascribed to them in the Lease.

Section 2. Amendment of Lease Supplements.

- (a) Schedule 2 to Lease Supplement No. 1, Schedule 3 to Lease Supplement No. 1 and Schedule 4 to Lease Supplement No. 1 are hereby replaced in their entirety by Amended and Restated Schedule 2 to Lease Supplement No. 1, Amended and Restated Schedule 3 to Lease Supplement No. 1 and Amended and Restated Schedule 4 to Lease Supplement No. 1, respectively, attached hereto.
- (b) Schedule 2 to Lease Supplement No. 2, Schedule 3 to Lease Supplement No. 2 and Schedule 4 to Lease Supplement No. 2 are hereby replaced in their entirety by Amended and Restated Schedule 2 to Lease Supplement No. 2, Amended and Restated Schedule 3 to Lease Supplement No. 2 and Amended and Restated Schedule 4 to Lease Supplement No. 2, respectively, attached hereto.
- (c) Schedule 2 to Lease Supplement No. 3, Schedule 3 to Lease Supplement No. 3 and Schedule 4 to Lease Supplement No. 3 are hereby replaced in their entirety by

Amended and Restated Schedule 2 to Lease Supplement No. 3, Amended and Restated Schedule 3 to Lease Supplement No. 3 and Amended and Restated Schedule 4 to Lease Supplement No. 3, respectively, attached hereto.

- (d) Schedule 2 to Lease Supplement No. 4, Schedule 3 to Lease Supplement No. 4, and Schedule 4 to Lease Supplement No. 4 are hereby replaced in their entirety by Amended and Restated Schedule 2 to Lease Supplement No. 4, Amended and Restated Schedule 3 to Lease Supplement No. 4 and Amended and Restated Schedule 4 to Lease Supplement No. 4, respectively, attached hereto.

Section 3. Effectiveness. This Amendment to Lease Supplements shall become effective as of June 30, 1986, upon the execution and delivery of this Amendment to Lease Supplements by each of the parties hereto.

Section 4. Ratification. Except as amended hereby, each of the Lease Supplements shall remain in full force and effect in all respects.

Section 5. Governing Law; Counterparts. This Amendment to Lease Supplements and all rights and obligations hereunder shall be governed by the laws of the State of Minnesota. This Amendment to Lease Supplements may be executed in several counterparts together constituting but one and the same instrument. To the extent, if any, that this Amendment to Lease Supplements constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdictional, no security interest in this Amendment to Lease Supplements may be created through the transfer or possession of any counterpart of this Amendment to Lease Supplements other than the original counterpart containing the receipt therefor executed by the Lender on or immediately following the signature page hereof.

Section 6. Miscellaneous.

- (a) The terms of this Amendment to Lease Supplements shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- (b) This Amendment to Lease Supplements is made for the benefit of, and shall be enforceable by each party hereto, any current or future Affiliate of the foregoing and their respective successors, assigns, agents, directors, officers, employees and servants. This Amendment to Lease Supplements shall not be construed to create any right in any person other than those listed in the preceding sentence.
- (c) No variation or modification of this Amendment to Lease Supplements and no waiver of any of its provision or conditions shall be valid unless in writing and designed by duly authorized signatures for the Lessor and the Lessee.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Amendment to
Lease Supplements as of the day and year first above written.

WILMINGTON TRUST COMPANY, not
individually but solely in its capacity as
Owner Trustee under the Trust Agreement

By: 
Its: Senior Financial Services Officer

CARGILL, INCORPORATED

By: _____
Its: _____

Accepted, Consented and Agreed to:

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By: _____
Its: _____

\\CARGILL-Amendo\CaseSupp

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Amendment to Lease Supplements as of the day and year first above written.

WILMINGTON TRUST COMPANY, not
individually but solely in its capacity as
Owner Trustee under the Trust Agreement

By: _____
Its: _____

CARGILL, INCORPORATED

By:  _____
Its: Treasurer

Accepted, Consented and Agreed to:

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By: _____
Its: _____

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IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Amendment to Lease Supplements as of the day and year first above written.

WILMINGTON TRUST COMPANY, not
individually but solely in its capacity as
Owner Trustee under the Trust Agreement


By: _____
Its: _____

CARGILL, INCORPORATED

By: _____
Its: _____

Accepted, Consented and Agreed to:

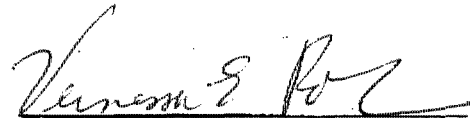
THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By:  ^{2/28/00}
Its: Vice President

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STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

On this 24 day of October, 1997, before me personally appeared ANN E. ROBERTS, to me personally known, who, being by me duly sworn, did say that he/she is a Senior Financial Services Officer of Wilmington Trust Company that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.


Notary Public

My commission expires

VERNESSA E. ROBINSON
NOTARY PUBLIC

My Commission expires October 12, 1998

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

On this 23rd day of October, 1997, before me personally appeared William W. Veasey, to
me personally known, who, being by me duly sworn, did say that he/she is a the Treasurer
of Cargill, Incorporated, that the foregoing instrument was signed on behalf of said corporation by
authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing
instrument was the free act and deed of the corporation.

Cheryl D. Nikko
Notary Public

My commission expires

1-31-2000

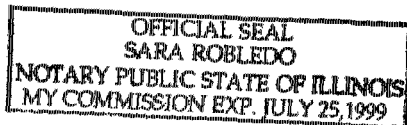


STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ___ day of October, 1997, before me personally appeared Mark A. Hoffmeister to me personally known, who, being by me duly sworn, did say that he/she is a Vice President of The Prudential Insurance Company of America, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

Sara Robledo
Notary Public

My commission expires



AMENDED AND RESTATED SCHEDULE 2
TO LEASE SUPPLEMENT NO. 1

Basic Rent Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	5.302693143
1/2/87	3.784389571
7/2/87	5.263786761
1/2/88	3.699620033
7/2/88	5.348556299
1/2/89	3.605136169
7/2/89	5.443041105
1/2/90	3.499823635
7/2/90	5.548352697
1/2/91	3.382443876
7/2/91	5.665733502
1/2/92	3.251611733
7/2/92	7.806313373
1/2/93	2.990626788
7/2/93	8.067298317
1/2/94	2.699733926
7/2/94	8.358191285
1/2/95	3.283925814
7/2/95	7.773999397
1/2/96	2.011135609
7/2/96	9.046789602
1/2/97	1.772166512
7/2/97	9.285758595
1/2/98	1.351953597
7/2/98	9.705971613
1/2/99	0.873268566
7/2/99	10.184656645
1/2/00	0.339725788
7/2/00	10.718199318
1/2/01	0.000000000
7/2/01	11.057924164

AMENDED AND RESTATED SCHEDULE 3
TO LEASE SUPPLEMENT NO. 1

Casualty Value Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	103.460602
1/2/87	102.129591
7/2/87	102.181526
1/2/88	100.474829
7/2/88	100.012756
1/2/89	97.997314
7/2/89	97.053158
1/2/90	94.737091
7/2/90	93.272373
1/2/91	90.636992
7/2/91	88.619125
1/2/92	88.734650
7/2/92	84.191785
1/2/93	84.187992
7/2/93	79.107527
1/2/94	79.104102
7/2/94	73.442220
1/2/95	72.530785
7/2/95	67.077289
1/2/96	67.074738
7/2/96	60.036532
1/2/97	60.034284
7/2/97	52.526312
1/2/98	52.635578
7/2/98	44.587447
1/2/99	45.113915
7/2/99	36.567396
1/2/00	37.598552
7/2/00	28.467745
1/2/01	29.669617
7/2/01	20.000000

AMENDED AND RESTATED SCHEDULE 4
TO LEASE SUPPLEMENT NO. 1

Termination Value Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	103.460602
1/2/87	102.129591
7/2/87	102.181526
1/2/88	100.474829
7/2/88	100.012756
1/2/89	97.997314
7/2/89	97.053158
1/2/90	94.737091
7/2/90	93.272373
1/2/91	90.636992
7/2/91	88.619125
1/2/92	88.734650
7/2/92	84.191785
1/2/93	84.187992
7/2/93	79.107527
1/2/94	79.104102
7/2/94	73.442220
1/2/95	72.530785
7/2/95	67.077289
1/2/96	67.074738
7/2/96	60.036532
1/2/97	60.034284
7/2/97	52.526312
1/2/98	52.635578
7/2/98	44.587447
1/2/99	45.113915
7/2/99	36.567396
1/2/00	37.598552
7/2/00	28.467745
1/2/01	29.669617
7/2/01	20.000000

AMENDED AND RESTATED SCHEDULE 2
TO LEASE SUPPLEMENT NO. 2

Basic Rent Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	6.112891734
1/2/87	4.304367389
7/2/87	6.259962442
1/2/88	4.192311146
7/2/88	6.372018685
1/2/89	4.067413142
7/2/89	6.496915713
1/2/90	3.928204437
7/2/90	6.636125394
1/2/91	3.773038452
7/2/91	6.791289427
1/2/92	3.600092919
7/2/92	6.964234960
1/2/93	3.407328890
7/2/93	9.503509840
1/2/94	3.058016804
7/2/94	9.852820951
1/2/95	2.668675357
7/2/95	10.242163374
1/2/96	2.264438562
7/2/96	10.646399193
1/2/97	1.996783948
7/2/97	10.914054783
1/2/98	1.652571671
7/2/98	11.258266084
1/2/99	1.102166028
7/2/99	11.808671728
1/2/00	0.488681838
7/2/00	12.422155917
1/2/01	0.000000000
7/2/01	12.910838731

AMENDED AND RESTATED SCHEDULE 3
TO LEASE SUPPLEMENT NO. 2

Casualty Value Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	103.115706
1/2/87	104.806019
7/2/87	104.345810
1/2/88	105.659703
7/2/88	104.634622
1/2/89	105.646334
7/2/89	104.087367
1/2/90	104.809695
7/2/90	102.675965
1/2/91	103.095155
7/2/91	100.351837
1/2/92	100.489152
7/2/92	97.146636
1/2/93	97.143155
7/2/93	91.043492
1/2/94	91.040369
7/2/94	84.242442
1/2/95	84.239714
7/2/95	76.663499
1/2/96	76.661186
7/2/96	68.278646
1/2/97	68.276607
7/2/97	59.368870
1/2/98	59.367181
7/2/98	49.886337
1/2/99	50.244680
7/2/99	40.150751
1/2/00	41.047677
7/2/00	30.265337
1/2/01	31.487657
7/2/01	20.000002

AMENDED AND RESTATED SCHEDULE 4
TO LEASE SUPPLEMENT NO. 2

Termination Value Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	103.115706
1/2/87	104.806019
7/2/87	104.345810
1/2/88	105.659703
7/2/88	104.634622
1/2/89	105.646334
7/2/89	104.087367
1/2/90	104.809695
7/2/90	102.675965
1/2/91	103.095155
7/2/91	100.351837
1/2/92	100.489152
7/2/92	97.146636
1/2/93	97.143155
7/2/93	91.043492
1/2/94	91.040369
7/2/94	84.242442
1/2/95	84.239714
7/2/95	76.663499
1/2/96	76.661186
7/2/96	68.278646
1/2/97	68.276607
7/2/97	59.368870
1/2/98	59.367181
7/2/98	49.886337
1/2/99	50.244680
7/2/99	40.150751
1/2/00	41.047677
7/2/00	30.265337
1/2/01	31.487657
7/2/01	20.000002

AMENDED AND RESTATED SCHEDULE 2
TO LEASE SUPPLEMENT NO. 3

Basic Rent Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	2.794175259
1/2/87	3.991831322
7/2/87	5.569068617
1/2/88	3.909464960
7/2/88	5.651434979
1/2/89	3.817660451
7/2/89	5.743239488
1/2/90	3.715334552
7/2/90	5.845565387
1/2/91	3.601283120
7/2/91	5.959616818
1/2/92	3.474159658
7/2/92	8.210396587
1/2/93	3.212565021
7/2/93	8.471991225
1/2/94	2.920989640
7/2/94	8.763566606
1/2/95	2.596001463
7/2/95	9.088554784
1/2/96	3.643241926
7/2/96	8.041314321
1/2/97	1.858788544
7/2/97	9.825767703
1/2/98	1.586099208
7/2/98	10.098457038
1/2/99	1.108131140
7/2/99	10.576425107
1/2/00	0.575388665
7/2/00	11.109167581
1/2/01	0.000000000
7/2/01	11.684556246

AMENDED AND RESTATED SCHEDULE 3
TO LEASE SUPPLEMENT NO. 3

Casualty Value Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	104.539024
1/2/87	106.785702
7/2/87	104.026476
1/2/88	105.673412
7/2/88	102.334667
1/2/89	103.608158
7/2/89	99.744638
1/2/90	100.711918
7/2/90	96.353029
1/2/91	97.022861
7/2/91	92.130009
1/2/92	92.485581
7/2/92	87.979689
1/2/93	88.107266
7/2/93	82.890820
1/2/94	82.890820
7/2/94	77.048243
1/2/95	77.048242
7/2/95	70.555688
1/2/96	69.146213
7/2/96	63.257904
1/2/97	63.257904
7/2/97	55.299921
1/2/98	55.299920
7/2/98	46.847816
1/2/99	47.078869
7/2/99	38.057327
1/2/00	38.734912
7/2/00	29.133695
1/2/01	30.319797
7/2/01	19.999997

AMENDED AND RESTATED SCHEDULE 4
TO LEASE SUPPLEMENT NO. 3

Termination Value Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	104.539024
1/2/87	106.785702
7/2/87	104.026476
1/2/88	105.673412
7/2/88	102.334667
1/2/89	103.608158
7/2/89	99.744638
1/2/90	100.711918
7/2/90	96.353029
1/2/91	97.022861
7/2/91	92.130009
1/2/92	92.485581
7/2/92	87.979689
1/2/93	88.107266
7/2/93	82.890820
1/2/94	82.890820
7/2/94	77.048243
1/2/95	77.048242
7/2/95	70.555688
1/2/96	69.146213
7/2/96	63.257904
1/2/97	63.257904
7/2/97	55.299921
1/2/98	55.299920
7/2/98	46.847816
1/2/99	47.078869
7/2/99	38.057327
1/2/00	38.734912
7/2/00	29.133695
1/2/01	30.319797
7/2/01	19.999997

AMENDED AND RESTATED SCHEDULE 2
TO LEASE SUPPLEMENT NO. 4

Basic Rent Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	2.863587429
1/2/87	3.678140000
7/2/87	6.210631429
1/2/88	3.566589143
7/2/88	6.322182286
1/2/89	3.444774857
7/2/89	6.443996571
1/2/90	3.311754286
7/2/90	6.577017143
1/2/91	3.166496000
7/2/91	6.722275429
1/2/92	3.007873143
7/2/92	6.880898286
1/2/93	2.834658286
7/2/93	9.251018857
1/2/94	2.545566857
7/2/94	9.540110286
1/2/95	2.229881143
7/2/95	9.855796000
1/2/96	1.885150857
7/2/96	10.200526286
1/2/97	1.546186857
7/2/97	10.539490286
1/2/98	1.231292000
7/2/98	10.854385143
1/2/99	0.794692000
7/2/99	11.290985143
1/2/00	0.317925143
7/2/00	11.767752000
1/2/01	0.000000000
7/2/01	12.085677143

AMENDED AND RESTATED SCHEDULE 3
TO LEASE SUPPLEMENT NO. 4

Casualty Value Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	103.418118
1/2/87	105.235618
7/2/87	104.387459
1/2/88	105.867338
7/2/88	104.409541
1/2/89	105.532827
7/2/89	103.510598
1/2/90	104.351715
7/2/90	101.800061
1/2/91	102.373982
7/2/91	99.259206
1/2/92	99.555298
7/2/92	95.850547
1/2/93	95.893196
7/2/93	89.476835
1/2/94	89.476835
7/2/94	82.482293
1/2/95	82.482292
7/2/95	74.856377
1/2/96	74.856377
7/2/96	66.541001
1/2/97	66.541001
7/2/97	57.571823
1/2/98	57.609754
7/2/98	48.220175
1/2/99	48.675802
7/2/99	38.880395
1/2/00	39.844414
7/2/00	29.581818
1/2/01	30.741331
7/2/01	19.999999

AMENDED AND RESTATED SCHEDULE 4
TO LEASE SUPPLEMENT NO. 4

Termination Value Percentages

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
7/2/86	103.418118
1/2/87	105.235618
7/2/87	104.387459
1/2/88	105.867338
7/2/88	104.409541
1/2/89	105.532827
7/2/89	103.510598
1/2/90	104.351715
7/2/90	101.800061
1/2/91	102.373982
7/2/91	99.259206
1/2/92	99.555298
7/2/92	95.850547
1/2/93	95.893196
7/2/93	89.476835
1/2/94	89.476835
7/2/94	82.482293
1/2/95	82.482292
7/2/95	74.856377
1/2/96	74.856377
7/2/96	66.541001
1/2/97	66.541001
7/2/97	57.571823
1/2/98	57.609754
7/2/98	48.220175
1/2/99	48.675802
7/2/99	38.880395
1/2/00	39.844414
7/2/00	29.581818
1/2/01	30.741331
7/2/01	19.999999